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AGREEMENT

between

TOWNSHIP OF BERNARDS Township ARY
SOMERSET COUNTY, NEW JERSEY Department and
Units

1981

and

ROYAL UNIVERSITY

BERNARDS TOWNSHIP POLICEMEN'S ASSOCIATION

X January 1, 1981 through December 31, 1983

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1. AGREEMENT AND RECOGNITION

This Agreement is made and entered into this 20th day of March, 1981, by and between the Bernords Township Policemen's Association (hereinafter called "Association"), and the Township of Bernords (hereinafter called "Township"):

Whereas, the parties represent as follows:

1. Township is the Township of Bernords in Somerset County, New Jersey.
2. Association is a unit composed of all Bernords Township patrolmen and sergeants and has been duly certified by the New Jersey Public Employment Relations Commission (PERC) as the exclusive representative for purposes of collective negotiations with the Township.
3. Township and Association have conducted negotiations regarding employment by Township police patrolmen and sergeants.
4. Township and Association believe that a written employment agreement embodying the terms and conditions of police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefits of the general public and policemen.

Now, Therefore, the parties agree as follows:

2. CHECK-OFF AND INDEMNIFICATION

- (a) A policeman may authorize in writing to the Township Clerk his desire to have deductions made from his compensation for the purpose of paying uniform Association dues.

(b) A check-off shall commence for each policeman who signs a properly dated authorization card, supplied by the Association and verified by the Township during the month following the filing of such card with the Township.

(c) The Township shall remit all such check-off dues to the Association Treasurer on the 1st day of January, April, July and October of each year.

(d) The Association agrees that there shall be no discrimination, intimidation, restraint, coercion, harassment or pressure by it or its officers, agents or members against any policeman who refuses or fails to execute on authorization card.

(e) The Association shall indemnify and save the Township harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this article.

(f) Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed, in accordance with N.J.S.A. 52:14-15.9e as amended.

3. BULLETIN BOARD

The Association shall have the use of a bulletin board in Police Headquarters for the posting of notices relating to meetings and official business of the Association only.

4. MANAGEMENT RESPONSIBILITY

(a) It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the Township. Accordingly, the Township retains the following rights, except as specifically provided in this Agreement, including, but not limited to selection and direction of the force; to hire, suspend or discharge for cause as provided herein; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer or demote as provided herein; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for lack of funds; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

(b) It is understood that full-time employees will consider their position with the Township as their primary job. Any outside employment must not interfere with an employee's efficiency in his position with Bernards Township or constitute any conflict of interest.

(c) Employees shall not accept monetary gifts or articles of value in appreciation or for any other reason in the performance of duty.

5. FLEXIBILITY OF ASSIGNMENT

Policemen, regardless of regular assignment, may be reassigned by the Police Chief to perform any duty related to their profession as policemen.

6. SENIORITY

(a) Seniority is defined to mean the accumulated length of continuous service with the Police Department, computed from the last day of hire.

(b) Senior employees within any given rank shall be the last to be laid off and first to be recalled.

(c) A policeman's length of service shall not be reduced by time lost due to authorized leave of absence or absence for bona fide illness or injury certified by a physician not in excess of one (1) year.

(d) Reduction or elimination of seniority status shall be obtained only in accordance with grievance and discipline provisions of this Agreement.

7. MILITARY CLAUSE

(a) Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during, such period of service not to exceed four (4) years. Upon the termination of such service, he will be reemployed at the rate of pay prevailing for work to which he is assigned at the time of his reemployment, provided however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge. Such employees shall be granted all rights and privileges secured by the Universal Service Act.

(b) Any employee required to be absent from work because of Annual Active Duty Training shall receive the difference between base rate for military duty and their regular straight-time rate for such Annual Active Duty Training. This time away from work is not to be deducted from employee's vacation allowance. Proof of required service and of pay received may be requested by the Township.

8. PROBATIONARY EMPLOYEES

(a) Newly hired policemen shall remain probationary until after completion of twelve (12) months of service from the date of last hiring or police academy training, whichever is longer. Upon completion of said period, such policemen shall obtain seniority status from the date of last hiring.

(b) Policemen shall have no seniority rights during said probationary period and their employment may be terminated at any time in the sole discretion of the Township Committee. Discharges during the probationary period shall not be subject to the grievance or discipline provisions of this Agreement.

9. INTERRUPTION OF EMPLOYMENT

(a) It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

(b) The Township recognizes that Policemen have never contemplated any strikes, slowdowns or job action, nor would they contemplate any such action.

(c) Policemen recognize that the Township is interested in amicably resolving any difference or disputes concerning terms and conditions of employment.

(d) Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that:

1. The Association, its officers, members, agents, or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass

resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance of the Police Department or of any Township department.

2. The Township and its Township Committee will not engage in lockout, or arbitrary, capricious or unreasonable actions.

(e) The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

10. GRIEVANCE PROCEDURE

(a) All differences and disputes arising out of this Agreement shall be resolved in accordance with this provision.

(b) The aggrieved policeman shall within ten (10) calendar days after the occurrence of the alleged grievance file written notice of such grievance with an officer of the Association and, also, with the Police Chief.

(c) Upon receipt of said notice, the Police Chief shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate and confer with all parties to the grievance.

(d) If the grievance is not resolved within seven (7) calendar days after receipt by the Police Chief of said notice, an officer of the Association may forthwith request a conference with the Township Administrator by means of written notice of the grievance and the efforts undertaken to resolve it.

(e) Upon receipt of said request, the Township Administrator shall forthwith initiate efforts to resolve the difference or dispute and may arbitrate, mediate and confer with all parties to the grievance.

(f) If the grievance is not resolved within seven (7) calendar days after receipt by the Township Administrator of said notice, an officer of the Association may forthwith request a conference with the Township Committee by means of written notice to the Township Clerk of the grievance and the efforts undertaken to resolve it, said conference to be held within fourteen (14) calendar days after receipt of said request.

(g) If the grievance is not resolved within seven (7) calendar days after said conference, the Township Committee or the Association may within fourteen (14) days after said conference invoke arbitration by (1) notifying the other party in writing of its intention to arbitrate and of the notice of the grievance, and (2) requesting the New Jersey Public Employment Relations Commission for a list of arbitrators from which the parties shall select an arbitrator.

(h) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

(i) The decision of the arbitrator may be reviewed by a court of appropriate jurisdiction in the manner prescribed by law.

(j) Any fees or administrative charges for the arbitrator shall be borne by the parties. If payment therefrom is not obtained, then by the parties equally. Witness fee and other expenses shall be borne by the parties respectively.

(k) Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance.

(l) An appeal from a disciplinary determination shall not be part of this provision.

II. DISCIPLINE PROCEDURE

(a) The Township may discipline policemen only for misconduct or disobedience of rules and regulations and in accordance with this provision and applicable law.

(b) Disciplinary action against policemen (hereafter called "Respondent") includes removal, fine, reduction in rank or position and shall be initiated by written complaint.

(c) The complainant shall file said complaint with the Township Administrator and simultaneously serve copies upon the Police Chief and Respondent.

(d) Said complaint shall specify the disciplinary charge or charges and shall notify Respondent of the date, time and place of the hearing which shall be not less than fifteen (15) nor more than thirty (30) days from the date of service thereof upon Respondent. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint.

(e) The hearing shall be before the Police Chief, unless he is the complainant, who shall function as the trier of fact and who shall sustain or dismiss the charge or charges. The Police Captain shall conduct said hearing in the absence or ineligibility of the Police Chief.

(f) The complainant shall have the burden to prove each disciplinary charge beyond a reasonable doubt.

(g) The complainant and respondent may examine and cross-examine witnesses, retain counsel, offer evidence and obtain reasonable discovery.

(h) If any disciplinary charge is sustained by the Chief of Police, the respondent may request a review by the Township Administrator within five (5) days of being notified of the decision of the Chief of Police. Such review shall be scheduled by the Township Administrator not less than fifteen (15)

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14. HEALTH PROGRAMS

(a) The Township shall maintain all present hospital and medical insurance programs to which policemen are presently beneficiaries.

(b) If, for some reason, a policeman does not wish to be covered by said insurance programs, he shall not be entitled to receive the cash equivalent in lieu of the premium.

(c) The Township shall continually investigate a more comprehensive group hospital and medical insurance program and, if such a program is adopted for other Township employees, it shall automatically apply to Township police officers.

(d) The Township shall provide for complete physical examinations for five police officers per year, to be distributed on a seniority basis. The components to be included in the medical examination shall be reviewed by representatives of the Association.

15. SICK LEAVE AND DISABILITY

(a) Policemen who sustain job-related sickness, injury or disability shall be entitled to remain absent from duty and to receive full regular pay for the period of necessary recuperation. Any payments so made shall be reduced by workmen's compensation benefits received by the policemen.

(b) A sickness, injury or disability is job related if it is caused by or results from the performance of police duties.

(c) For calendar year 1978, policemen who sustain sickness, injury or disability unrelated to the performance of police duties shall be entitled to remain absent from duty and receive pay during a twelve (12) month period as follows:

Less than 1 year	5 days
1-5 years	20 days
6-9 years	35 days
10-14 years	50 days
15-19 years	60 days
20-24 years	70 days
25 years and over	75 days

(d) For all members of the Police Department employed prior to January 1, 1978, the following provisions will determine sick leave available for the year 1979.

The following table defines the amount of sick leave available to all such employees for 1979:

Less than 1 year	5 days
1-5 years	20 days
6-9 years	35 days
10-14 years	50 days
15-19 years	60 days
20-24 years	70 days
25 years and over	75 days

No policemen will be granted sick days beyond the amount granted to them for 1979 except through the process described in the following paragraph.

All policemen described in Paragraph (d) will be permitted to accumulate sick days into each subsequent year by an amount equal to fifteen (15) minus the number of sick days taken in a given year.

The maximum number of sick days which a policeman may accumulate is one hundred and fifty (150).

Any absences granted as personal days are defined as sick days only in regard to the accumulation of sick days.

(e) The following provisions of sick leave are applicable to members of the Police Department employed after January 1, 1978.

During the first year of employment, the policeman shall earn one day of sick leave for each month of employment. Any of these sick days which are not used by the policeman may be carried into the following year.

In each subsequent year, a policeman has fifteen (15) sick days available. Any sick days not used may be added to the sick days available for the following year.

The maximum number of sick days that can be accumulated is one hundred and fifty (150).

Any absences granted as personal days are defined as sick days only in regard to the accumulation of sick days.

(f) If the amount of sick leave credit provided for under Paragraphs (d) and (e) has been or is about to be exhausted, a policeman may make application to the Township Committee for an additional allowance. The Committee shall make a determination on the application after reviewing all circumstances, including the policeman's attendance record prior to the illness which necessitated the request.

(g) Policemen who are absent from duty for two or more consecutive days or show a pattern of absence because of sickness, injury or disability shall furnish upon request to the Chief of Police an appropriate physician's statement, including a description of the ailment and its prognosis. The cost therefor shall be borne by the policeman.

(h) Upon return to work after an absence of five (5) or more consecutive days, the policeman must furnish the Chief of Police with a physician's statement certifying his fitness to resume his normal work.

(i) Failure to return to work after the Chief of Police has reviewed the physician's certificate and is satisfied that the policeman is fit to resume his normal duties constitutes cause for discipline or discharge.

(j) The Association agrees to cooperate with the Township in reducing absenteeism to as low a rate as possible. When cases of absenteeism are brought to the attention of the officers of the Association, said officers will interview such employees covered by this Agreement, determine the cause of the absenteeism and thereby aid in eliminating unnecessary absenteeism.

(k) Each year the Township Clerk shall provide the Association with a table indicating sick leave available to each member of the Association for the prior year, sick leave used during the prior year, and sick leave available for the current year.

16. EDUCATIONAL PROGRAM

(a) Each policeman attending law enforcement related courses at a college or university shall receive and the Township shall pay an annual merit/incentive stipend of \$10.00 for each credit earned by the respective policeman.

(b) Payments shall be made only for courses taken as part of a prescribed degree program in police science or criminal justice. Said stipend shall not be payable unless the policeman obtains a grade of at least "C", "Satisfactory" or "Average" or their equivalent for the particular course and furnishes to the Township Administrator an appropriate certificate.

(c) The Township shall reimburse each policeman attending such law enforcement courses, to the extent not otherwise paid by alternative governmental authorities, the following:

(1) An amount equivalent to the purchase of books, supplies and associated usual academic fees and expenses required by the college or university and incurred by the respective policeman for attendance thereof.

(2) An additional amount equivalent to full tuition charges imposed by the college or university, up to a maximum of the charge for two 3-credit courses or \$500.00 per semester, whichever is greater.

(d) Payment shall be made within thirty (30) days after the certificate is filed with the Township Administrator.

17. OCCUPATIONAL INSURANCE

(a) The Township shall obtain standard insurance policies insuring against false arrest, malicious prosecution, and liability for acts and omissions within the scope of police employment in sufficient amounts and from reputable insurance companies. Copies of said policies shall be delivered to the Association within thirty (30) days hereafter and within thirty (30) days after any amendment, revision or alteration thereto.

(b) The Township shall obtain standard insurance policies insuring the lives of all policemen for at least \$5,000.00 from a reputable insurance company. Each policeman shall designate the beneficiary of said policy. Copies of said policy or policies shall be delivered to the Association within thirty (30) days hereafter and within thirty (30) days after any amendment, revision or alteration thereto.

During 1981 and for the duration of this contract, the Township shall make arrangements to increase the amount of said insurance, with each policeman paying the difference between the premium for the higher amount of insurance and the premium for \$5,000.00 of insurance. The additional insurance coverage and additional premium shall be optional with each policeman.

18. CLOTHING ALLOWANCE

(a) Newly hired policemen shall be provided necessary clothing and equipment by the Chief of Police.

(b) Policemen shall receive and the Township shall pay the following annual allowances for the maintenance, cleaning and repair of police clothing, shoes, arms and furnishings:

1981	\$250.00
1982	\$250.00
1983	\$300.00

Said allowance shall be approved at the first Township Committee meeting in April.

(c) Policemen shall be entitled to an annual credit of the following amounts for the purchase of police clothing, shoes, arms and furnishings:

1981	\$325.00
1982	\$350.00
1983	\$375.00

The Township shall make requisite payment to the supplier.

(d) In special cases of clothing damage sustained in the performance of official duties, the Chief of Police shall authorize payment for said damage which the Township shall pay.

(e) The Township shall, in addition to the foregoing, furnish each policeman with a suitable bullet-proof vest or appropriate credit to the officer's clothing allowance should the officer already possess a bullet-proof vest which was charged against his clothing allowance.

19. FUNERAL LEAVE

(a) Policemen who are excused from work because of a death in the immediate family shall receive their regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death, but all funeral leave benefits will terminate at the end of the day of the funeral. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother, sister, grandparents, and mothers and fathers-in-law only.

(b) Special circumstances shall be referred to the Chief of Police who shall have the authority to grant additional time off with pay.

20. HOLIDAYS

(a) Policemen shall be entitled to twelve (12) holidays in accordance herewith.

(b) Unless authorized by the Chief of Police, no policeman shall be excused from work for any holiday.

(c) In lieu of absence from work, policemen shall receive, in addition to their annual salary, wages based upon eight (8) hours straight time at the hourly rate of pay for each of these twelve (12) holidays worked. This sum is payable the first pay day in December of each year, or a policeman can receive one-half of this sum on the first pay day in July and one-half on the first pay day in December. Each policeman must notify the Township Treasurer's office by May 1st of each year which payment system they prefer.

21. VACATIONS

(o) Policemen shall be entitled to annual vacation leave with regular pay according to the following schedule:

<u>Years Employed</u>	<u>Vacation Time</u>
1 but less than 3 years	10 days
3 but less than 5 years	13 days
5 but less than 10 years	15 days
10 but less than 15 years	18 days
15 years and more	20 days

(b) The vacation period shall be scheduled by the Chief of Police, who shall consider employee choice and seniority. Said period shall normally be scheduled in the year that it is earned.

(c) Said vacation period may be split only if the Chief of Police and the individual policeman mutually consent.

(d) Policemen who terminate employment between June 1st and September 30th shall be paid for their unused vacation time at the rate equivalent to their average weekly salary as provided herein.

(e) An additional vacation day will be granted to any policeman whose vacation period falls on an official holiday, as enumerated herein.

22. OVERTIME AND WORKWEEK SCHEDULE

(o) Policemen shall perform police duties in shifts which shall be determined by the Police Chief.

(b) A normal shift shall be for a period of eight (8) hours.

(c) Policemen, including those assigned to the Detective Bureau, shall receive and the Township shall pay remuneration at the rate of time and one-half for all required police duties performed in excess of forty (40) hours per week. Required police duties include any activity assigned to or imposed upon any policeman by the Township, the Police Department or law.

(d) During each shift, policemen shall be entitled to sufficient eating time.

(e) Policemen who work less than forty (40) hours in any single work week shall not be eligible for overtime pay unless excused in writing by the Township. Holidays and vacation days shall be considered time worked. Sick days shall not be considered time worked for determining eligibility for overtime pay. Longevity is not considered part of the annual salary for purposes of determining an officer's overtime rate.

(f) The Township reserves the right to require policemen to work reasonable overtime, and the Police Chief shall exercise, insofar as practicable, reasonable discretion in assigning overtime duties equitably among the policemen who are qualified to perform the required overtime work.

(g) Policemen assigned detective duties shall receive \$600.00 per year as an allowance for on-call duty.

(h) Policemen who are called out for duty outside their regularly scheduled shift shall be guaranteed a minimum of three (3) hours pay at the rate of time and one-half.

(i) The present policy of accumulated days should be continued with the understanding that these days may be taken at the request of the policeman to include holidays, but the Chief of Police reserves the right to deny permission to use such an accumulated day in case of an emergency.

(b) A normal shift shall be for a period of eight (8) hours.

(c) Policemen, including those assigned to the Detective Bureau, shall receive and the Township shall pay remuneration at the rate of time and one-half for all required police duties performed in excess of forty (40) hours per week. Required police duties include any activity assigned to or imposed upon any policeman by the Township, the Police Department or law.

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(i) The present policy of accumulated days should be continued with the understanding that these days may be taken at the request of the policeman to include holidays, but the Chief of Police reserves the right to deny permission to use such an accumulated day in case of an emergency.

(b) Said remuneration shall be paid at the end of every workweek on Thursday.

(c) From time to time, the Chief of Police may appoint police officers to act as shift commanders. The Township shall pay an additional stipend of \$400.00 per annum in the first pay period of December to officers who assume such responsibilities.

25. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of policemen in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Any prior commitment or agreement between the Township and the Association or any individual employee covered by this Agreement is hereby superseded.

26. SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

27. TERM

This Agreement shall be for a term of three (3) years commencing January 1, 1981 and all rights and duties created hereunder shall be effective as of that date unless otherwise specified in the Agreement.

In Witness Whereof, the parties hereto have executed this Agreement the date aforesaid.

BERNARDS TOWNSHIP POLICEMEN'S
ASSOCIATION

TOWNSHIP OF BERNARDS

By: James Alexander
President

By: Wendell R. Berk
Mayor

William C. Cook
Secretary

John D. Hayfield
Deputy Mayor

Witness:

Witness:

Thomas Kelly

Frederick C. Conley